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RECEIVED

Hon. George R. Bartlett, III
Schoharie County Court
290 Main Street
Schoharie, NY 12517

OCT 16 2019

SCHOHARIE COUNTY COURTS

RE: People v. Nauman Hussain

Your Honor:

The People submit this letter in response to the defendant's October 8, 2019 letter.

On October 7, 2019, the People sent a letter to inform the defendant of information we were provided about alleged inaccuracies in several Mavis invoices associated with the defendant's 2001 Ford Excursion limousine. In its October 8 letter, which was broadly quoted in the press, the defense makes generally false and inaccurate assertions about what was disclosed, as well as speculative claims of a "danger to the safety of the general public." Most important, as outlined below, none of what the People disclosed in our October 7 letter supports the disingenuous argument that the defendant has been "exonerated".

To reiterate, in our October 7 letter the People informed the defendant of claims by Virgil Park about inaccuracies in the Mavis invoices. Mr. Park claimed that two services listed on the May 11, 2018 invoice were not performed – the installation of a master cylinder and a brake system flush. During our interview with him, Mr. Park stated that while a brake system flush was listed on the invoice, in fact, a brake system bleed at the left rear wheel was done instead. Since the system did not have a code for "brake system bleed", Mr. Park put the cost under the heading "brake system flush." Mr. Park also told us that both he and the defendant test-drove the limousine at the end of the day on May 11 and the limousine was in working order.

In addition, Mr. Park stated that labor services associated with brake work on a June 8, 2018 invoice were not provided. That is because on June 8, no brake services were even requested by the defendant. Instead, the defendant brought in the limousine for services associated with the power steering system.

As outlined below, it is extremely important to note that if Mr. Park's statements concerning the May 11 invoice were found to be accurate, **neither the master cylinder nor the lack of a brake system flush contributed to the catastrophic brake failure that led to the deadly crash on October 6, 2018.**

The defendant has been provided with a copy of the People's expert report. Mr. Brian Chase was hired to examine the limousine after the crash and to provide an opinion about what caused the crash. Ultimately, Mr. Chase concluded that the crash was the result of catastrophic brake failure due to improper vehicle maintenance.

In reaching this opinion, Mr. Chase analyzed the multiple individual components of the limousine's braking system, including the master cylinder. He determined that the master cylinder present in the limousine at the time of the crash was not the one originally installed when the vehicle was manufactured. Rather, Mr. Chase determined, based on his extensive training, experience, and expertise in automotive technology, that **the master cylinder in the defendant's limousine at the time of the crash was not the original and was properly functioning at the time of the crash. As such, it did not cause the limousine's catastrophic brake failure.** One can conclude from this finding that, if Mavis did not install a new master cylinder on May 11, it may have been because one was simply not needed.

Mr. Chase opined that the catastrophic brake failure in the defendant's limousine was the result of **pre-existing deficiencies** causing reduced braking ability with the front brakes, reduced braking ability with the left rear brake, an inoperable right rear brake, and a corroded rear crossover brake tube. These pre-existing deficiencies – **not the master cylinder nor the lack of a system brake flush** – resulted in the chain of events that lead to the ultimate failure of the brakes.

The issues with the limousine's braking system would have been discovered through proper vehicle inspection and maintenance. Although the defendant was fully aware that he was required to obtain a NYSDOT Bus inspection before putting the limousine on the road, he simply did not do so.

NYSDOT inspector Chad Smith placed an out-of-service sticker on the limousine on March 21, 2018. In a follow-up email from Mr. Smith to the defendant dated June 8, 2018, he stated that:

This vehicle if used to transport passengers for compensation would require NYSDOT Authority. Your operations do not currently have NYSDOT Authority and your company will be subject to enforcement action if found to be transporting passengers for compensation in this vehicle.

If you operate NYSDOT regulated vehicles, those vehicles will require a NYSDOT Bus Inspection. These will be required before your certificate to operate from NYSDOT is granted. More information on bus inspections and what is required can be found here:

www.dot.ny.gov/divisions/operating/osss/bus/inspection

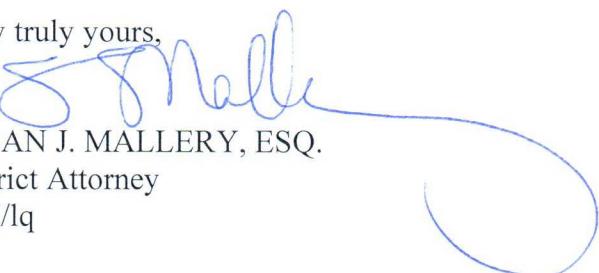
The defendant was repeatedly informed, from March 2018 until just before the crash, that he had to bring the limousine into DOT compliance – which included an extensive NYSDOT bus inspection and regulations requiring brakes working on all wheels. Such an inspection would have revealed many of the deficiencies in the defendant's limousine. Had he simply obtained the necessary inspection and maintenance, the brake deficiencies would have been detected and the crash would not have occurred.

The People must also address other misstatements in the defendant's October 8 letter. In the People's October 7 letter, we informed the defendant about Mr. Park's claims concerning a billing practice in the Saratoga store. Mr. Park stated that, in order to meet what he called sales quotas, certain services of equal value were substituted on invoices in lieu of the services actually performed. For example, if a customer requested exhaust work to be performed, the exhaust work was performed and this work would result in a labor fee. However, instead of billing for the labor fee, another service, equal in value to the labor fee, was substituted on the invoice in order to meet sales quotas for other services. **There was nothing in Mr. Park's statements that indicated that services customers requested were not performed.**

By no means do the People condone this type of alleged billing practice, and we will cooperate with any entity with authority to investigate these allegations. Indeed, it appears from an October 9 press report that the New York State Department of Motor Vehicles, which oversees vehicle repair shops such as the Saratoga Mavis store, is investigating such practices.

To reiterate: the information provided to defendant does not remotely exonerate him. The People diligently provided the information in its October 7 letter pursuant to the People's discovery obligations in case the defense may – or may not – choose to use it at trial.

Very truly yours,


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